

EXHIBIT F

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** In cooperation with
Trench, Rossi e Watanabe
Advogados**Certificate of Accuracy of Translated Document**

1. I am an employee of Baker & McKenzie, Ltd., in Bangkok, Thailand. My job title is translator and my job responsibilities are to translate documents from English to Thai and vice versa.
2. My education background is Bachelor's Degree in English language from Thammasat University, Thailand. I am fluent in both written and spoken Thai and English.
3. I was asked to prepare an English translation of the Court of Appeal's Judgment for Black Case No. 2186/2558 and Red Case No. 548/2559 dated January 13, 2016 (Criminal), which was originally written in Thai.
4. I make this statement to certify that the English translation of the Court Judgment identified above that is attached hereto is, to the best of my knowledge and belief, true, accurate and complete translation into the English language.
5. By my signature below, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: August 11, 2016

(Rukmini Inwood)

(Translation)

(31)

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Judgment

Black Case No. 2186/2558

Red Case No. 548/2559

Certified true and correct copy.

-signature-

Mrs. Benyada Suksompol

Court Official, Experienced Level

In the name of His Majesty the King

Court of Appeal

13 January 2016

Criminal Litigation

between

Tsuburaya Productions Ltd.

Plaintiff

Mr. Sompote Saengduenchai, No. 1

Defendants

Tsuburaya Chaiyo Co., Ltd., No. 2

Re: Offenses against judicial officials and offenses in relation to documents

Both Defendants filed an appeal against the judgment of the Criminal Court, dated 30 June 2014. The Court of Appeal received the appeal on 16 September 2015.

Court of Appeal

13 January 2016

Court of Justice

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Rukmini Inwood
(Bachelor of Arts (English))

(31 Por.)

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The Plaintiff filed a complaint stating that it is a juristic person categorized as a limited company, registered in Japan under the laws of Japan, having the objective of carrying on a business, planning production of, and distributing movies, and providing technical assistance for movie production, including carrying on any and all businesses in relation thereto. The Plaintiff is the owner of copyright of works of applied art, literary works, and artistic works in the form of figures named "Ultraman" or "Yod Manut," both in human figures, and various types of characters of the same family, and monsters. Before this case, on 16 December 1997, the Plaintiff filed a complaint against Defendant No. 1 as Defendant No. 2 and Defendant No. 2 as Defendant No. 1, and two other persons, totaling four persons, in the Central Intellectual Property and International Trade in a criminal and a civil case in relation to a criminal case under Black Case No. Or. 36/2540 and Red Case No. Or. 459/2543, on the charge of an offense under the Copyright Act, filing a false statement with the competent official, copyright infringement, and recovery of damages. With respect to the aforementioned case, Defendant No. 1 and Defendant No. 2, by Defendant No. 1, an authorized director, jointly made a false claim that Defendant No. 2 (Defendant No. 1 in this case) was a joint creator of the disputed work, namely "Ultraman" or "Yod Manut," with the Plaintiff, from the beginning. It was claimed that on 4 March 1976 the Plaintiff, by Mr. Noboru Tsuburaya Productions Co., Ltd, chairman, authorized to act on behalf of the Plaintiff and Tsuburaya Enterprises Co., Ltd, which is the Plaintiff's trading agent, entered into an agreement assigning all rights in relation to the Ultraman work to Defendant No. 2 (Defendant No. 1 in this case) under the License Granting Agreement dated 4 March 1976. This agreement granted Defendant No. 2 (Defendant No. 1 in this case) a license for an indefinite period and in all territories, excluding Japan. Moreover, both Defendants filed a counter-claim accusing the Plaintiff of breaching the agreement and committing a wrongful act, and claimed damages by claiming their rights under the aforementioned agreement. Subsequently, the Supreme Court rendered a judgment in favor of the Plaintiff. It was decided that Defendant No. 2 (Defendant No. 1 in this case) did not jointly create the Ultraman work with the Plaintiff from the beginning, and the License Granting Agreement was forged. Defendant No. 2 (Defendant No. 1 in this case) infringed the copyright of the Plaintiff by allowing Defendant No. 4 in that case to publish coloring books and allowing other persons to use the right in Ultraman Taro work and produce video tapes of Ultraman Ace and Ultraman Seven. It ordered that Defendant No. 2 (Defendant No. 1 in this case) pay damages of Baht 10,700,000 to the Plaintiff. Both Defendants jointly committed several and distinct offenses. To elaborate, on 10 November 1998 during the daytime, both Defendants jointly used and referred to the License Granting Agreement dated 4 March 1976, which is a document of title that was entirely forged, before the Central Intellectual Property and International Trade Court in a criminal and a civil case in relation to a criminal case under Black Case No. Or. 36/2540 and Red Case No. Or. 459/2543, by attaching the aforementioned agreement to their answer and counter-claim. It was claimed that Mr. Noboru Tsuburaya, the chairman authorized to act on behalf of the Plaintiff and Tsuburaya Enterprises Co., Ltd, which is the Plaintiff's trading agent, executed an agreement to assign all rights in relation to the Ultraman works to Defendant No. 2 (Defendant No. 1 in this case). The acts by both Defendants are likely to cause damage to the Plaintiff and other persons, and mislead the Central Intellectual Property and International Court to believe that the agreement is a true document of title. This causes damage to the Plaintiff because both Defendants claim the rights under the agreement and the judgment of the Central Intellectual Property and

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International Trade Court, and allowed other persons to use the rights to produce merchandise, whereby both Defendants received remuneration. Before the judgment of the Supreme Court, the Plaintiff had to comply with the agreement by not being able to use the Ultraman work specified in the agreement for commercial purposes. On 1 October 1999 during the daytime, both Defendants jointly, in bad faith, adduced or presented evidence, i.e. the forged License Granting Agreement, at a hearing of the Central Intellectual Property and International Trade Court in the aforementioned case. Actually Mr. Noboru never executed the agreement with Defendant No. 1, and the agreement is also an essential matter in the case which caused the Central Intellectual Property and International Trade Court to believe that it was a real document and issued a judgment unfavorable to the Plaintiff. On 1 October 1999 during the daytime, Defendant No. 1, in bad faith, gave false testimony at the hearing of the Central Intellectual Property and International Trade Court in that case, stating that Defendant No. 1 provided financial assistance to Mr. Noboru Tsuburaya, and affirmed the false statement that Mr. Noboru executed the License Granting Agreement. He claimed that "Mr. Noboru Tsuburaya appreciated what I have done so he executed the agreement of 1976, marked Exhibit Lor. 10 or Jor. 23, in return. The rights in all movies related to Ultraman and Jumbo A, and all copyrights and trademarks were granted to me. At that time there were only six Ultraman characters, so they were specified. New Ultraman characters subsequently created were also mine," which is a false statement. In fact, Mr. Noboru never executed the agreement in question for Defendant No. 1. The document is entirely forged. The signature affixed therein does not belong to Mr. Noboru. The Supreme Court issued a final judgment affirming this fact. The testimony of Defendant No. 1 is an essential matter in the case because it misled the Central Intellectual Property and International Trade court to believe that the License Granting Agreement is the real one and issued a judgment dismissing the Plaintiff's complaint in both the criminal case and the civil case in relation to the criminal case. It was ruled that the Plaintiff pay damages to Defendant No. 2 (Defendant No. 1 in this case) in accordance with the counter-claim. On 5 October 1999, Defendant No. 1, in bad faith, falsely testified before the Central Intellectual Property and International Trade Court at the hearing in that case that "this agreement was executed by Mr. Noboru at Tsuburaya Enterprises in Tokyo." He further testified that "on 4 March 1976, which was the date on which the agreement was executed, Mr. Noboru Tsuburaya said that the agreement was a birthday gift for Defendant No. 3 who is my son, who was born on 4 March, as shown in a copy of his citizen identification card, submitted as Exhibit Lor. 321. The missing words 'prod. and' were additionally typed in the agreement prior to the execution. The hanko seal was affixed by Mr. Noboru Tsuburaya before me and everyone else, and so was the signature of Mr. Noboru Tsuburaya that was affixed before me." In fact, Mr. Noboru never entered into the aforementioned agreement with Defendant No. 1. It is an entirely forged document and the signature is not the signature of Mr. Noboru, and these facts were affirmed by the judgment of the Supreme Court. The aforementioned testimony is an essential matter in the case, causing the Central Intellectual Property and International Trade Court to believe that the License Granting Agreement was a real agreement, and render a judgment dismissing the Plaintiff's complaint, both in the criminal case and the civil case in relation to the criminal case. It was ruled that the Plaintiff pay damages to Defendant No. 2 (Defendant No. 1 in this case) in accordance with the counter-claim. All events as described in the complaint took place at the Central Intellectual Property and International Trade Court, located in Phaya Thai Subdistrict, Ratchathewi District, Bangkok. The court was asked to render punishment under sections 33, 83, 90, 91, 177, 180, 265, and 268 of the Penal Code, and to forfeit the License Granting Agreement dated 4 March 1976, which is an entirely forged document and in the possession of Defendant No. 1.

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The court of first instance conducted a preliminary hearing and was of the view that the case was without grounds, and ruled that the complaint be dismissed.

The Plaintiff filed an appeal.

The Court of Appeal reversed the judgment and accepted the complaint.

Both Defendants gave their answer denying the claims in the complaint.

The court of first instance considered the matter and ruled that both Defendants are guilty under paragraph one and paragraph two of section 180, paragraph one of section 268, section 265, and section 83 of the Penal Code, and that Defendant No. 1 is guilty under paragraph one and paragraph two of section 177 of the Penal Code. The action of both Defendants is a single act violating several provisions of the law, and the provision prescribing the heaviest punishment shall be applied. For Defendant No. 1, the offense of giving false testimony in a criminal case, and presenting false evidence in a criminal case, both of which prescribe the heaviest punishment in equal measure, the offender shall receive punishment for presenting false evidence in the criminal case under section 90 of the Penal Code, and two years of imprisonment and a fine of Baht 14,000 shall be imposed on Defendant No. 1. For Defendant No. 2, the punishment for presenting false evidence in a criminal case under the provision prescribing the heaviest punishment shall be applied, and a fine of Baht 14,000 shall be imposed on Defendant No. 2. The prison sentence for Defendant No. 1 is suspended for two years. If Defendant No. 1 fails to pay the fine, action shall be taken in accordance with sections 29 and 30 of the Penal Code. If Defendant No. 2 fails to pay the fine, action shall be taken in accordance with section 29 of the Penal Code, and the License Granting Agreement dated 4 March 1976 that is in the possession of Defendant No. 1 shall be forfeited.

Both Defendants filed an appeal.

The Court of Appeal examined the case and convened a meeting to discuss the case. The preliminary facts are conclusive that on 16 December 1997 the Plaintiff filed a complaint against Defendant No. 1 as Defendant No. 2 and Defendant No. 2 as Defendant No. 1, and two other persons, totaling four persons, with the Central Intellectual Property and International Trade Court in a criminal and a civil case in relation to a criminal case under Black Case No. Or. 36/2540 and Red Case No. Or. 459/2543, on the charge of an offense under the Copyright Act, filing a false statement with the competent official, copyright infringement, and recovery of damages. In that case, on 10 November 1998, both Defendants jointly used and referred to the License Granting Agreement dated 4 March 1976, by attaching the aforementioned agreement to their answer and counter-claim. It was claimed that Mr. Noboru Tsuburaya, the chairman authorized to act on behalf of the Plaintiff and Tsuburaya Enterprises Co., Ltd, which is the Plaintiff's trading agent, executed an agreement to assign all rights in relation to the Ultraman works to Defendant No. 2. On 1 October 1999, both Defendants jointly adduced or presented evidence, i.e. the License Granting Agreement, in the hearing, and Defendant No. 1 testified at the hearing that, "Mr. Noboru Tsuburaya appreciated what I have done so he executed the agreement of 1976, marked Exhibit Lor. 10 or Jor. 23 (which is the disputed agreement, submitted as Exhibit Jor. 22 in this case), in return. The rights in all movies related to Ultraman and Jumbo A, and all copyrights and trademarks were granted to me. At that time there were only six Ultraman characters, so they were specified. New Ultraman characters subsequently created were also mine." On 5 October 1999, Defendant No. 1 testified before the Central Intellectual

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Property and International Trade Court in the hearing in that case that, "this agreement was executed by Mr. Noboru at Tsuburaya Enterprises in Tokyo," and further testified that "on 4 March 1976, which was the date on which the agreement was executed, Mr. Noboru Tsuburaya said that the agreement was a birthday gift for Defendant No. 3, who is my son, who was born on 4 March, as shown in a copy of his citizen identification card, submitted as Exhibit TorLor. 321. The missing words 'prod. and' were additionally typed in the agreement before the execution. The hanko seal was affixed by Mr. Noboru Tsuburaya before me." The Central Intellectual Property and International Trade Court dismissed the complaint in both the criminal case and the civil case in relation to the criminal case, and ruled that Defendant No. 1 win the case in accordance with the counter-claim, and that the Plaintiff pay damages to Defendant No. 1. Subsequently the Supreme Court reversed the judgment. It was ruled that the disputed agreement is a forged agreement, and that Defendant No. 1 indemnify the Plaintiff. The issue that must be considered in accordance with the appeal of both Defendants is whether both Defendants committed the offense as per the judgment of the court of first instance. The court is of the view that the important point in adjudging the aforementioned issue is the preliminary consideration as to whether the disputed agreement, marked Exhibit Jor. 22, is a forged document. Both Defendants filed an appeal stating that there is a judgment of a foreign court, i.e. a court in Japan, that certifies that the disputed agreement is an enforceable agreement and not a forged document. This is different from the judgment of the Supreme Court's Intellectual Property and International Trade Division for Red Case No. 7457/2550, in which it was decided that the disputed agreement is a forged document. It is therefore a case that must be considered in accordance with the Conflict of Laws Act, B.E. 2481 (1938), under which the judgment of the court in Japan, which is the country of execution of the disputed agreement, shall be considered. The facts that are conclusive in the case in the court of Japan shall be considered in this case, as to whether both Defendants in this case had committed offenses. The court is of the view that this case is to decide whether both Defendants committed a criminal offense in relation to the aforementioned disputed agreement. It is not a case in which the validity of the agreement and the binding effect, which are civil matters, must be decided. Therefore, this case is not qualified to be considered in accordance with the Conflict of Laws Act, B.E. 2481 (1938), as to which country's law shall be applicable to the case, as stated in the appeal of both Defendants. Both Defendants may only cite the judgment of the court in Japan, or even the judgment of the court in the People's Republic of China, as attached to their appeal, as part of the adduction of supporting evidence in order to prove that both Defendants did not commit the offenses as claimed in the complaint. With respect to the question of whether the disputed agreement, submitted as Exhibit Jor. 22, is a forged document, the Plaintiff adduced the key evidence that is the disputed agreement bearing the signature of Mr. Noboru Tsuburaya, claimed by the Plaintiff as a forged signature. The Plaintiff had a key witness, an expert in signature verification, namely Police Lieutenant Colonel Wasan Pariyawitchayapakdi from the Police Forensic Science Division of the Royal Thai Police, who was on the committee with six other committee members, to testify in support of the photographs and the verification report, submitted as Exhibits Jor. 45 and Jor 46. It was pointed out that the signature of Mr. Noboru in the disputed agreement is different from his signatures in various documents affixed in the same period as the disputed agreement. A unanimous opinion was given that the signature in the disputed agreement is not the signature of Mr. Noboru, when compared to those affixed in the comparison documents. Both Defendants were unable to adduce evidence to show that there are other circumstances that imply that Mr. Noboru affixed his signature in the disputed agreement with the intention to make it different from his own signature. Instead, it was found from the adduction of both Defendants themselves that Defendant No. 1 is familiar with Mr.

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Noboru's family. Moreover, Defendant No. 1 was a benefactor to Mr. Noboru and the Plaintiff by giving financial assistance to the Plaintiff when the Plaintiff encountered financial difficulties, to the extent that the Plaintiff gave the interests in the copyright under the disputed agreement to Defendant No. 1. As such, there is no reason to suspect that Mr. Noboru would intentionally affix his signature in the disputed agreement to look different from his own true signature. The essential reasons were thoroughly considered and decided on by the court of first instance – for example, after the execution of the disputed agreement, the Plaintiff made a broad licensing agreement with third parties while Defendant No. 1 did not undertake any act to seek benefits from the disputed agreement even though Defendant No. 1 paid a lot of investment costs – and other reasons, indicate that the disputed agreement is a forged document. The points in the appeal of both Defendants are all cosmetic and there is insufficient ground to rebut the decision of the court of first instance. Both Defendants stated in their appeal that they did not have any intention to commit any offense because during the period in which the Plaintiff filed the complaint claiming that both Defendants committed offenses, the Plaintiff and both Defendants had several disputes in several cases in relation to the rights under the disputed agreement, both in Thai courts and foreign courts. The court is of the view that the offenses in this case are different matters from the claim of rights under the disputed agreement. This is because the document forgery is an offense that occurred before any claim of rights that led to subsequent disputes. Therefore, the offenses by the Defendants arose with no connection to the rights under the disputed agreement in any respect. In the last point of their appeal, both Defendants stated that the court of first instance may not render a judgment that the License Granting Agreement dated 4 March 1976 be forfeited because the document is not in the possession of Defendant No. 1. The court is of the view that the case is at the legal execution stage and trial by the court of first instance, which will decide whether action may be taken and enforced against Defendant No. 1, and if so, to what extent. The judgment of the court of first instance is therefore lawful. The appeal of both Defendants is without grounds.

The judgment is affirmed.

Mr. Kriengsak Wachiradejwong

Mr. Chusak Thongwitookomal

Mrs. Uraiwan Klprasert

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Rukmini Inwood
(Bachelor of Arts (English))

Criminal Court

29 April 2016

The hearing of the judgment of the Court of Appeal was scheduled for today. The proxy of the Plaintiff's lawyer and Defendant No. 1, as himself and as Defendant No. 2, were present.

The judgment of the Court of Appeal was read to both Defendants and the proxy of the Plaintiff's lawyer.

The reading was reported./Has been read.

-signature-

(Mr. Santi Butrdee)

-signature-

(Miss Pokchat Puaksuwan)

-signature- Defendant No. 1, as himself and as Defendant No. 2

-signature- Proxy of the Plaintiff's lawyer

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